OFFICIAL CONTEST RULES CRICKET CARES CAPITAL GRANT

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.

The Cricket Cares Capital Grant Contest ("Contest") is sponsored by Cricket Wireless LLC, ("Sponsor") 575 Morosgo Drive West Tower, 14th Floor, Atlanta, GA 30324.

Timing: The Contest will begin on January 21, 2019 and end on Feb 26, 2019. ("Contest Period".) Entries to the contest may be submitted beginning at 12:00 a.m. Eastern Time ("ET") on January 21, 2019 and ending at 11:59 p.m. ET on February 8, 2019 ("Entry Period").

No later than **February 12, 2019**, judges will select and then notify three (3) Finalists who will move on to the "Winner Determination Period," which shall run until **February 26, 2019** and include the "Video Viewing Period," which shall run from **February 17, 2019** until the end of **the Winner Determination Period**. Cricket's computer is the official time-keeping device for the Contest.

Eligibility/Who May Enter: Contest is open to legal residents of the fifty (50) United States and the District of Columbia, who are at least twenty-one (21) years or older who own and operate a registered sole proprietorship business in any of the following locations: Atlanta, GA; Charlotte, NC; Chicago, IL; Cleveland, OH; Dallas, TX; Detroit, MI; Houston, TX; Los Angeles, CA; Philadelphia, PA; New Orleans, LA; Memphis, TN; Miami, FL; New York, NY; St. Louis, MO; and Washington, DC. Employees, officers, directors and assigns of Sponsor, The AllenLewis Agency ("Administrator") and their parents, affiliated companies, subsidiaries, distributors, dealers, retailers, printers, advertising, and promotion agencies, and any and all other companies associated with the design or execution of this Contest (collectively, "Released Parties"), and the members of the immediate families (spouse, parent, sibling and child and their respective spouses, regardless of where they reside) or households of any of the above, whether or not related, are not eligible to enter or win. Void where prohibited. Contest is subject to all applicable federal, state and local laws.

By participating in this Contest, entrants: (a) agree to be bound by these Official Rules and by the interpretations of these Official Rules by Sponsor and by the decisions of Sponsor; (b) acknowledge compliance with these Official Rules; (c) represent and warrant that he or she meets all the eligibility criteria set forth in these Official Rules; (d) agree to comply with any and all applicable federal, state and local laws, rules and regulations; and (e) agree to release and hold harmless the Released Parties and their respective parents, subsidiaries, affiliates, agents, officers, directors and employees from and against any and all claims, injury or damages arising out of or relating to participation in Sweepstakes and/or the use, misuse or redemption of the prizes (described below), and for any claim including claims based on defamation, publicity rights, invasion of privacy,

copyright infringement, trademark infringement, or any other intellectual property related or other cause of action.

Entry/Judging

Entry Period and completing the entry form, which will ask you questions about your business, including how your business contributes to your community (it is integral that your business plays an active role in the city/metropolitan area where it is registered) and how you would use the prize money to support your community if you win the prize money. Answer the questions in 250 words or less. You will also have the opportunity to upload documents to support your entry, such as media coverage or photos, videos, or any documents indicating any awards or commendations your business has received, (e.g. any photo, sizzle reel, case study, press clipping etc.) Entry form and extra materials together make up the "Entry." Limit: One (1) entry per person during the promotion.

At the conclusion of the Entry Period, each Entry will be reviewed by a team of judges ("the Judges") designated by sponsor and made up of a panel of judges, who will review and judge the Entries based on the following, equally weighted criteria:

- Entrant's current demonstrated commitment to improving his/her community through his/her business;
- Entrant's clarity and creativity in sharing his/her business story; and
- Entrant's answer regarding his/her plan to use the prize if selected as a winner.

The Three (3) entrants whose entries receive the highest total scores among all judging criteria will be named the Finalists, subject to verification and will continue on to the Winner Determination Round. In the event of a tie, the tie-breaker will be based upon the highest score in the first judging criteria set forth above, continuing thereafter to each judging criteria in the order set forth above, as needed, to break the tie. In the event that a tie still remains, a new judge, selected by the Sponsor in its sole discretion, will judge the tied entries based on the judging criteria set forth above.

Video Viewing Period and Winner Determination

Once verified, the three Finalists chosen for the Winner Determination Period must be available the week of February 11, 2019 to participate in shooting a two (2) minute video summarizing and supplementing Finalist's Entry (the "Video"). Video will be produced by and fully paid for by Sponsor. Video will be filmed in the city/state of Finalist's principal place of business, as indicated on Finalist's Entry. Video will be made available for public viewing on Sponsor's YouTube Channel Youtube.com/user/cricketnation, and at Sponsor's discretion on any other Cricket website on or about February 17, 2019 (the start of the Video Viewing Period." Finalists are encouraged to engage with their communities via social media to "Like" and "Share"

the YouTube video from the Cricket YouTube channel. The more likes and shares the better: this will play a part in winner determination. (See Judging Criteria below)

Winner Determination

After the Conclusion of the Video Viewing Period the Finalists' Entry and Video (collectively the "Submission") will be reviewed by a new team of judges ("the Finalist Judges") designated by Sponsor, who will review and judge them based on the following, equally weighted criteria

- Finalist's social media engagement efforts related to his/her video;
- Finalist's Video performance;
- Finalist's current demonstrated commitment to improving his/her community; through his/her business;
- Finalist's clarity and creativity in sharing his/her business story; and
- Finalist's answer regarding his/her plan to use the prize if selected as a winner.

Based on the total score the Finalist Judges assign to each Finalist Submission using the Judging Criteria, one Grand Prize Winner, one Second Place Winner and one Third Place winner will be selected. If there is a tie after the Judges apply the Judging Criteria, Sponsor will break the tie based on the Submission that had the highest score in the social media engagement category continuing thereafter to each judging criteria in the order set forth above, as needed, to break the tie. In the event that a tie still remains, a new judge, selected by the Sponsor in its sole discretion, will judge the tied entries based on the judging criteria set forth above. Winners will be announced and celebrated at in-store events on or about February 28, 2019.

By entering the Contest, each entrant warrants and represents the following with respect to social media accounts and content submitted in their Entry. Entry submitted must not:

- a) Contain any material which is defamatory of any other person;
- b) Contain any material which is obscene, offensive, hateful or inflammatory (or is of a sexually explicit nature)
- c) Infringe any copyright, database right or trade mark of any other person (such as a photo of a copyright work, such as a painting or another photograph, taken without the owner's permission)
- d) Be likely to deceive any person
- e) be likely to harass, upset, embarrass, alarm or annoy any other person;
- f) Show or encourage risky or dangerous behavior:
- g) Show or encourage discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- h) Show or encourage any illegal or immoral activity violence, racial hatred, cruelty to animals or any other anti-social or unlawful behavior of any kind; or
- i) Give the impression that it emanates from, or is endorsed by, Cricket Wireless.

If any submitted Entry breachees these rules or any applicable law, Sponsor reserves the right to de-tag, take down, remove or delete (where possible) any such images. In any event, any Entrant submitting such materials shall be disqualified from the Contest.

By uploading the materials, entrants warrant and undertake that they are over the age of 21 and are the legal and beneficial owner of all intellectual property rights in the submitted material and that it does not infringe any third-party rights. If the Entry contains any material or elements which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the Entry, any and all releases and consents necessary to permit the use and exhibition of the Entry by Sponsor, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Entry. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any entrant at any time. Failure to provide such proof may, if requested, render Entry null and void. By submitting an Entry, entrant warrants and represents that he/she and any persons appearing or who are identifiable in the Entry consent to the submission and use of the Entry in the Contest and to its use as otherwise set forth herein.

All Entries become the sole property of Cricket Wireless. By submitting an Entry, entrant agrees that Cricket Wireless has the nonexclusive, worldwide, royalty-free, licensable, transferable and unrestricted right to use the Entry in whole or in part, commercially or noncommercial, in any media, in perpetuity, worldwide, including the right to publish and display the Entry for advertising and publicity, and to edit and make derivative works, all without additional notification, review, approval or compensation to anyone, including Entrant. Additionally, Entrant agrees that Cricket Wireless may post the Entry (including your name), or any portion thereof, on the Website and/or its webpages on third-party sites, and/or use in any media. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any email account, the authorized email account holder will be deemed to be the entrant. The Authorized email account subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses.

The Sponsor is not responsible for entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties and other technological problems. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Proof of submission of an entry shall not be deemed proof of submission or receipt by the Sponsor. Entries will be disqualified if found to be incomplete and/or if determined to be a prohibited multiple entry. Sponsor's decisions as to the administration and operation of the Contest and the selection of potential winners are final and binding in all matters related to the Contest. All entries become the property of Sponsor and will not be acknowledged or returned. By entering the Promotion, entrants fully and unconditionally agree to be bound by these

rules and the decisions of the judges, which will be final and binding in all matters relating to the Promotion.

CAUTION -- ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ANY AND ALL AVAILABLE REMEDIES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

Prizes

Three prizes will be awarded: One (1) Grand Prize Winner will receive \$25,000, a Free Mobile Device with 1year pre-paid service, and an in-store celebration. Approximate Retail Value ("ARV) of Prize is __\$25,911_. One (1) Second Place Winner will receive \$10,000, a Free Mobile Device with six months of prepaid service, and an in-store celebration. ARV is _\$10,551___. One (1) Third Place Winner will receive \$5,000, a Free Mobile Device with three months of prepaid service, and an in-store celebration. ARV is _\$5,371_. Total ARV or all prizes to be awarded in the contest is \$41,833. All in-store celebrations will occur on February 28, 2019. Winners must be available to attend the in-store celebration.

Prize Conditions: Limit one (1) prize per person. Prize awards are subject to verification of eligibility and compliance with these Official Rules. All costs and expenses related to acceptance and/or use of any prize in this Contest not specified herein as being awarded shall be the sole responsibility of the winner, including, but not limited to, all federal, state and local taxes, any additional wireless service not expressly provided as part of the prize. Prizes are non-transferable and no cash redemption or prize substitution allowed, except at Sponsor's sole discretion or as provided herein. Sponsor reserves the right to substitute any prize (or portion thereof) with one of comparable or greater value, at its sole discretion. The dates for fulfillment of the prizes are subject to change in Sponsor's sole discretion. Sponsor reserves the right to modify the Contest in its sole discretion and award a substitute prize, or portion of prize, of comparable or greater value as set forth in these Official Rules. Prizes are awarded "as is" without any warranty or guarantee, either express or implied by Sponsor. Prizes are non-assignable and non-transferable, not redeemable for cash and cannot be substituted except at the sole discretion of Sponsor. All prize details are at the sole discretion of Sponsor.

Winner Verification

Finalists will be contacted via email and phone by Administrator. Finalists (also called a "potential winner") will be required to respond to the email/phone call and provide mailing address details within five (5) days of receipt. If a potential winner does not respond or does not provide mailing address details within the required time frame, potential prize will be forfeited and awarded to the next runner-up. Potential winner must continue to comply with all terms and conditions of these Official Rules and winning is

contingent upon fulfilling all requirements. Potential winner will be required to sign and return, where legal, an Affidavit of Eligibility, Liability/Publicity Release and/or rights transfer document within five (5) calendar days of prize notification. If a potential winner cannot be contacted, or fails to complete and respond to the direct message within the required time period, if any prize or prize notification is returned as undeliverable, if any potential winner rejects his/her prize or in the event of noncompliance with these Contest rules and requirements, such prize will be forfeited and may be awarded to another eligible entrant at the sole discretion of the Sponsor. Upon prize forfeiture, no compensation will be given. Sponsor expressly reserves the right to delay the announcement of any Finalist/Winner for any reason Sponsor deems necessary. In addition, Sponsor reserves the right to select an alternate Winner in the event that any potential Winner fails to comply with these Official Rules or fails to execute the documentation within the time frame specified.

General Conditions: The Released Parties shall have no liability and shall be held harmless for any damage, loss or liability to person or property, due in whole or part, directly or indirectly, by reason of the acceptance, use or misuse of the prize or participation in this Contest. Released Parties are not responsible for lost, late, delayed, destroyed, misdirected, garbled, incomplete, inaccurate, stolen or otherwise undeliverable Entries or registrations that cannot be processed due to phone, network, electronic or computer hardware or software failure, or technical failures of any kind, whether caused by Released Parties, entrants or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of Entries or registrations, the announcement of the prize[s], or which may damage a user's system or limit a entrant's ability to participate in the Contest. Released Parties are not responsible for any changes, effects or damages caused to the entrant's computer system as a result of participation in the Contest. Cricket Wireless reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Contest or website or violates the Official Rules. Cricket Wireless reserves the right in its sole discretion to cancel, terminate, modify or suspend the Contest should virus, bugs, non-authorized human intervention, fraud or other causes corrupt or affect the administration, security, fairness or proper conduct of the Contest. In the event of such cancellation or termination. it reserves the right to determine the potential winners and/or finalists from among all eligible, non-suspect Entries received prior to such action using the Judging Criteria detailed herein. In the event of a dispute regarding Entries received from multiple users having the same e-mail account, the authorized subscriber of the e-mail account at the time of entry will be deemed to be the entrant and must comply with these Official Rules. Authorized account subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses. Winners and/or finalists, by acceptance of the prize, except where legally prohibited, grant permission for Sponsor and its designees to use his/her name, address (city and state), photograph, voice and/or other likeness and prize information for advertising, trade and promotional purposes in all media now known or hereafter discovered, worldwide in perpetuity, without further compensation or notification to, or permission from entrant or any other third party.

Arbitration: Except where prohibited by law, as a condition of participating in this Contest, entrants agree that (1) any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, and not as a participant in any class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the entrant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (i.e., costs directly attributable to participating in this Contest), and entrant further waives all rights to have damages multiplied or otherwise increased.

Request For Official Rules and Winners' Names: All requests for a copy of the Official Rules and for the name of the winners (first name and state only) must be made by September 30, 2019. Vermont residents may omit return postage if requesting a set of Official Rules. For the name of the winners and/or Official Rules: (i) send a self-addressed stamped envelope to: The AllenLewis Agency, 30600 Northwestern Highway, Farmington Hills, Michigan 48334 and (ii) write, as applicable, "Winners List" or "Official Rules" on the lower left hand corner of the envelope.